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EDMUND TREIDLER

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

EDMUND TREIDLER,

Plaintiff,

vs.

METROPOLITAN LIFE INSURANCE
COMPANY,

Defendant.

CASE NO.:

**BREACH OF THE EMPLOYEE
RETIREMENT INCOME SECURITY ACT
OF 1974; ENFORCEMENT AND
CLARIFICATION OF RIGHTS;
PREJUDGMENT AND POSTJUDGMENT
INTEREST; AND ATTORNEYS' FEES
AND COSTS**

Plaintiff Edmund Treidler (“Plaintiff”), herein sets forth the allegations of his Complaint against Defendant Metropolitan Life Insurance Company (“MetLife”).

PRELIMINARY ALLEGATIONS

1. “Jurisdiction” – This action is brought under 29 U.S.C. §§ 1132(a), (e), (f) and (g) of the Employee Retirement Income Security Act of 1974 (hereinafter “ERISA”) as it involves a claim by Plaintiff for employee benefits under an employee benefit plan regulated and governed under ERISA. Jurisdiction is predicated under these code sections as well as 28 U.S.C. § 1331 as this action involves a federal question. This action is brought for the purpose of recovering

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benefits under the terms of an employee benefit plan, enforcing Plaintiff's rights under the terms of an employee benefit plan, and to clarify Plaintiff's rights to future benefits under the employee benefit plan. Plaintiff seeks relief, including but not limited to, payment of the correct amount of benefits due under his plan, prejudgment and postjudgment interest, and attorneys' fees and costs.

2. "Intradistrict Assignment" – This matter may be assigned to either the Oakland or San Francisco Division of the Northern District of California because the events giving rise to this lawsuit occurred in Contra Costa County.

3. Plaintiff was, at all times relevant, an employee of BlackRock, Inc. ("BlackRock") and a resident of Contra Cost County, State of California, at the time that his disability claim arose under the BlackRock, Inc. Employee Welfare Plan ("the Plan"), which is insured and administered by MetLife.

4. MetLife is a corporation with its principal place of business in the State of New York, authorized to transact and transacting business in the Northern District of California and can be found in the Northern District of California.

5. MetLife is the insurer of long-term disability ("LTD") benefits under the Plan, Policy Number 121133-1-G, and acted in the capacity of the Plan insurer and the Plan claims administrator. In administering the Plan, MetLife operated with a conflict of interest and that conflict of interest impacted its administration of Plaintiff's claim.

6. Plaintiff is informed and believes that Policy Number 121133-1-G was issued with the intent to provide long term disability coverage to residents of the State of California.

FIRST CLAIM FOR RELIEF
AGAINST DEFENDANT FOR PLAN BENEFITS, ENFORCEMENT AND
CLARIFICATION OF RIGHTS, PREJUDGMENT AND POSTJUDGMENT INTEREST,
AND ATTORNEYS' FEES AND COSTS
(29 U.S.C. § 1132(a)(1)(B))

7. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

8. At all times relevant, Plaintiff was employed by BlackRock, and was a covered participant under the terms and conditions of the Plan.

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1 9. During the course of Plaintiff's employment, Plaintiff became entitled to benefits
2 under the terms and conditions of the Plan. While Plaintiff was covered under the Plan, Plaintiff
3 suffered a disabling medical condition. As of July 21, 2017, and at all times thereafter, Plaintiff
4 was disabled and entitled to benefits under different provisions of the Plan.

5 10. Due to Plaintiff's commitment to improving his health condition and his desire to
6 continue working, he returned to work on a part-time basis on August 2, 2018. While working
7 part-time, Plaintiff was unable to earn more than 80% of his pre-disability earnings and thus,
8 under the terms of the Plan, remained entitled to benefits under the Plan and its Work Incentive
9 provision.

10 11. Pursuant to the terms of the Plan, Plaintiff made a claim to MetLife for benefits.
11 MetLife assigned Plaintiff Claim No. 731711291856. On March 30, 2018, MetLife denied
12 Plaintiff's claim. On September 21, 2018, Plaintiff appealed MetLife's decision. On December 26,
13 2018, MetLife upheld its denial. On June 19, 2019, Plaintiff submitted additional medical
14 information to MetLife, asking MetLife to reconsider its decision. On July 22, 2019, MetLife sent
15 a letter stating that the new medical information did not impact its decision.

16 12. On or around August 12, 2019, Plaintiff ceased work because he was no longer
17 able to sustain even a part-time work schedule. Thereafter, Plaintiff has not returned to work and
18 remained disabled under the terms of the Plan.

19 13. In March 2020, Plaintiff filed a new claim for disability benefits which MetLife
20 approved. MetLife assigned Plaintiff Claim No. 501909092608 for this new claim and determined
21 that Plaintiff's date of disability was August 13, 2019. MetLife began paying benefits on February
22 9, 2020, following the elimination period, and is continuing to pay Plaintiff ongoing benefits.
23 MetLife is paying benefits based on Plaintiff's part-time work income.

24 14. Due to the same underlying medical condition, Plaintiff has been continuously
25 disabled under the terms of the Plan since July 21, 2017. Plaintiff's proper date of disability under
26 the Plan is July 21, 2017, with benefit payments based on his full-time work income.

27 15. Benefit payments under the Plan are calculated as a percentage of pre-disability
28 earnings as of the previous October 1. Under Plaintiff's proper date of disability, July 21, 2017,

1 Plaintiff's benefit amount is based on significantly higher earnings than the benefit amount that
2 MetLife is currently paying him. The benefit amount currently paid by MetLife is incorrectly
3 based on a date of disability of August 13, 2019 and Plaintiff's significantly lower part-time
4 income. Because Plaintiff's claim for benefits with a date of disability of July 21, 2017 was
5 wrongfully denied, Plaintiff has not received the full benefit amount to which he is entitled.

6 16. Defendant has breached the Plan and violated ERISA in the following respects:

7 (a) MetLife failed to pay the full amount of LTD benefit payments to Plaintiff
8 and approve his initial LTD claim at a time when Defendant knew, or should have known,
9 that Plaintiff was entitled to those benefits under the terms of the Plan, as Plaintiff was
10 disabled under the terms of the Plan and therefore entitled to benefits based on a July 21,
11 2017 date of disability;

12 (b) MetLife failed to provide a prompt and reasonable explanation of the basis
13 relied on under the terms of the Plan documents, in relation to the applicable facts and Plan
14 provisions, for the denial of Plaintiff's claim for LTD benefits with a July 21, 2017 date of
15 disability;

16 (c) MetLife failed, after Plaintiff's claims were denied, to adequately describe
17 to Plaintiff any additional material or information necessary for Plaintiff to perfect his
18 claim along with an explanation of why such material is or was necessary; and

19 (d) MetLife failed to properly and adequately investigate the merits of
20 Plaintiff's LTD claim and failed to provide a full and fair review of Plaintiff's claim.

21 17. Plaintiff is informed and believes and thereon alleges that Defendant wrongfully
22 denied his disability benefits under the Plan by other acts or omissions of which Plaintiff is
23 presently unaware, but which may be discovered in this future litigation and which Plaintiff will
24 immediately make Defendant aware of once said acts or omissions are discovered by Plaintiff.

25 18. Following the denial of LTD benefits under the Plan, Plaintiff exhausted all
26 administrative remedies required under ERISA, and Plaintiff has performed all duties and
27 obligations on Plaintiff's part to be performed under the Plan.
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5. Payment of prejudgment and post-judgment interest as allowed for under ERISA; and

6. Such other and further relief as this Court deems just and proper.

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5 DATED: August 25, 2021

KANTOR & KANTOR, LLP

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7 By: /s/ Brent Dorian Brehm

Brent Dorian Brehm

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9 Attorneys for Plaintiff,
EDMUND TREIDLER

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